

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

## PRE-PROPOSAL CONFERENCE ATTENDANCE REGISTRATION

### REQUEST FOR PROPOSAL SPECIFICATION #02-122

#### PROVIDING INMATE PHONE SYSTEM FOR LANCASTER COUNTY CORRECTIONS

If YOU ARE INTERESTED IN PARTICIPATING in our solicitation for proposals YOU MUST complete the following registration for the mandatory pre-submission conference and **return via fax or mail by 4:30 p.m. (CT), July 5<sup>th</sup>, 2002 (email notification is also acceptable).**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PERSONS ATTENDING: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**Return to: City/County Purchasing Division, "K" Street Complex (SW Wing), 440  
So. 8<sup>th</sup> Street, Suite 200, Lincoln, NE 68508  
FAX: (402) 441-6513 email: [ksmith@ci.lincoln.ne.us](mailto:ksmith@ci.lincoln.ne.us)**

All interested Proposers attending the mandatory pre-proposal conference will receive copies of addendums and any further information distributed about the project.

The pre-submission conference will be held at the:

**County Justice and Law Enforcement Center**  
575 So. 10th Street, Police Classroom A  
**at 9:00 A.M., July 11, 2002.**

#### COMMISSIONERS

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KATHY CAMPBELL \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

Adv. 2 Times: Wednesday, June 05, 2002  
Wednesday, June 12, 2002

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 02-122**

Lancaster County intends to enter into a contract and invites you to submit a sealed proposal for:

### **PROVIDING INMATE PHONE SYSTEMS FOR THE CORRECTIONS DEPARTMENT**

#### **MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

A pre-submission conference will be held at the County Justice and Law Enforcement Center, 575 So. 10th Street, Police Classroom A (building to the north of the County Jail), at 9:00 A.M., July 11, 2002. All interested proposers must to attend.

Sealed Proposals will be received by Lancaster County, Nebraska on or before 12:00 noon Wednesday, **July 26, 2002** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8<sup>th</sup> Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the conference room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above.

COMPANY NAME \_\_\_\_\_

## SEALED PROPOSAL SPECIFICATION NO. 02-122

PROPOSAL OPENING TIME: 12:00 NOON

DATE: Wednesday, July 26, 2002

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any Proposer to receive any addenda or interpretation shall not relieve the Proposer from obligations specified in the proposal request. All addenda shall become part of the final contract document.

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The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed construction project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

### INMATE PHONE SYSTEMS PROPOSAL PRICE SCHEDULE

1. List in the space provide the single, firm fixed percentage of GROSS REVENUES offered to pay to the Lancaster County as a commission % under the requirements, conditions, specifications, and other provisions of this RFP: (or as indicated on Attachment # \_\_\_\_\_)

**MONTHLY PERCENTAGE OFFERED:** \_\_\_\_\_%

2. List in the space provided the guaranteed annual minimum commission which the proposer agrees to pay the Lancaster County under the requirements, conditions, specifications, and other provisions of this RFP: (or as indicated on Attachment # \_\_\_\_\_)

**ENTER DOLLAR AMOUNT OFFERED:** \$ \_\_\_\_\_/YR.

NOTE: Offering a range of percentages/dollar amount instead of a single firm, fixed percentage/dollar amount for the above (1. & 2.) will result in your offer being REJECTED.

### CONTRACT PERIOD & OPTION TO EXTEND:

3. The County intends to enter into a contract agreement with the successful proposer for a three (3) year period. The monthly commission percentage and minimum annual dollar amount provided shall be paid as agreed during the contract period, and includes all cost of labor, materials, equipment and supplies as requested herein. All pricing must remain firm for the full three (3) year period (36 consecutive months) of the contract.

Do you concur? \_\_\_\_ YES \_\_\_\_ NO, \_\_\_\_\_

4. The County is also interested in an option to renew for one (1) additional three (3) year period (offer to renew will be mutually determined at the conclusion of the initial contract). All terms and conditions of the renewal period will be identical to the original contract period, unless mutually agreed upon via standard contract addendum process.

Will you consider the renewal offer, if extended by the County? ☐ YES ☐ NO

### **PROPOSAL SUBMITTAL CHECK LIST:**

Check (space provided) if you the below listed information accompanies your response:

<input type="checkbox"/> Reference list	<input type="checkbox"/> Company qualifications	<input type="checkbox"/> Personnel list
<input type="checkbox"/> Sample reports	<input type="checkbox"/> Sample billing	<input type="checkbox"/> Sample Phone
<input type="checkbox"/> Bidders bond	<input type="checkbox"/> Transition Plan	<input type="checkbox"/> Written Proposal

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**NOTE: RETURN 6 COMPLETE COPIES OF PROPOSAL OFFER AND SUPPORTING MATERIAL.**

**MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:**

**SEALED PROPOSAL FOR SPEC. NO. 02-122**

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The undersigned signatory of the Proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

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**COMPANY NAME**

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**BY (Signature)**

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**STREET ADDRESS or P.O. BOX**

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**(Print Name)**

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**CITY, STATE**

**ZIP CODE**

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**(Title)**

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**TELEPHONE NO.**

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**(Date)**

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**FAX NO.**

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**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

**Email:** \_\_\_\_\_

Only the Names of the responding proposers will be publicly read at the date, time and place designated for proposal opening.

# INMATE PHONE SYSTEM

## CHARGE PER CALL RATE SHEET

The Proposer shall indicate below a "not-to-exceed" rate applicable during the life of the contract. As indicated in section VII "Billing and Commission Payment Requirements", #3. "Cost-per-call Requirements", all rate increases that deviate from those listed below must be approved by the Federal Communications Commission (FCC), State/local regulations or the Lancaster County Department of Corrections.

1. Total charge for a one (1) minute local call from the Lancaster County Corrections Facilities to within the local calling zone (City of Lincoln):

Day: \$ \_\_\_\_\_ Evening: \$ \_\_\_\_\_ Weekend: \$ \_\_\_\_\_  
(10 a.m.) (7 a.m.) (Sat. 5 p.m.)

2. Total charge for a one (1) minute long distance call from the Lancaster County Corrections Facilities to Omaha Nebraska (within the 402 area code):

Day: \$ \_\_\_\_\_ Evening: \$ \_\_\_\_\_ Weekend: \$ \_\_\_\_\_  
(10 a.m.) (7 a.m.) (Sat. 5 p.m.)

3. Total charge for a one (1) minute long distance call from the Lancaster County Corrections Facilities to Kansas City Missouri (out of state call):

Day: \$ \_\_\_\_\_ Evening: \$ \_\_\_\_\_ Weekend: \$ \_\_\_\_\_  
(10 a.m.) (7 a.m.) (Sat. 5 p.m.)

4. Total charge for a fifteen (15) minute local call from the Lancaster County Corrections Facilities to within the local calling zone (City of Lincoln):

Day: \$ \_\_\_\_\_ Evening: \$ \_\_\_\_\_ Weekend: \$ \_\_\_\_\_  
(10 a.m.) (7 a.m.) (Sat. 5 p.m.)

5. Total charge for a fifteen (15) minute long distance call from the Lancaster County Corrections Facilities to Omaha Nebraska (within the 402 area code):

Day: \$ \_\_\_\_\_ Evening: \$ \_\_\_\_\_ Weekend: \$ \_\_\_\_\_  
(10 a.m.) (7 a.m.) (Sat. 5 p.m.)

6. Total charge for a fifteen (15) minute long distance call from the Lancaster County Corrections Facilities to Kansas City Missouri (out of state call):

Day: \$ \_\_\_\_\_ Evening: \$ \_\_\_\_\_ Weekend: \$ \_\_\_\_\_  
(10 a.m.) (7 a.m.) (Sat. 5 p.m.)

7. Describe for the County any International service that your proposal is able to provide: \_\_\_\_\_

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# STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(Complete in full, use attachments if necessary)

NAME OF PROPOSER: \_\_\_\_\_

ADDRESS W/ZIP CODE: \_\_\_\_\_

FEDERAL TAX I.D.# (OR SOCIAL SECURITY #): \_\_\_\_\_

Check One: Corporation ☐ Partnership ☐ Sole Proprietorship ☐

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## **If Corporation:**

\_\_\_\_\_  
Date of incorporation

\_\_\_\_\_  
Name of State(s) in which incorporated

If not incorporated in Nebraska, attach hereto a copy of your current Certificate of authority to do business in Nebraska.

\_\_\_\_\_  
President's Name

\_\_\_\_\_  
Vice President's Name

\_\_\_\_\_  
Secretary's Name

\_\_\_\_\_  
Treasurer's Name

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## **If Partnership:**

Is the Partnership (Check one): General ☐ Limited ☐ Association ☐

Date of organization: \_\_\_\_\_

Names and addresses with Zip Codes of all partners required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## **GENERAL INFORMATION:**

Percent of work to be performed by your own staff under the proposed contract: \_\_\_\_\_%

Number of Permanent Employees: \_\_\_\_\_ Geographical limits of operation: \_\_\_\_\_

\_\_\_\_\_  
Number of years in business: \_\_\_\_\_

Have you ever done business under a different name: YES ☐ NO ☐

If "YES", name and location: \_\_\_\_\_

Have you ever withdrawn or defaulted on a contractual obligation: YES ☐ NO ☐

If "YES", state where and why: \_\_\_\_\_

Have you ever been sued for breach of any contract: YES ☐ NO ☐

If "YES", explain: \_\_\_\_\_

\_\_\_\_\_

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS (Continued)**

LIST COMPLETED CONTRACTS WITHIN THE PAST 3 YEARS, include amount of each:

LIST **ALL** CURRENT CONTRACTS, include amount of each:

CUSTOMER REFERENCES:

NAME	ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE NO.
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List each subcontractor you plan to use if awarded the contract (if none, so state):

<u>SUBCONTRACTORS NAME/ADDRESS</u>	<u>ITEM/TYPE OF WORK</u>
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (if none, so state):

\_\_\_\_\_

\_\_\_\_\_

**Attach on a separate sheet any value added and/or additional services, equipment or options that are offered to the County as part of your proposal.**

Prepared by: \_\_\_\_\_  
Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Left Blank Intentionally



# **INSTRUCTIONS TO PROPOSERS**

## **LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION**

### **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit six (6) complete sets of the RFP documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

### **2. PROPOSER'S SECURITY**

- 2.1 Security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, shall be submitted with this document, as indicated on RFP Form.
- 2.2 If alternate offers are submitted, only one security will be required, provided the security is based on the highest gross offer.
- 2.3 Such security will be returned to the unsuccessful proposers when the award of RFP is made.
- 2.4 Security will be returned to the successful proposer(s) as follows:
  1. For single order offers with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  2. For all other contracts: upon approval by County of the executed contract and bonds.
- 2.5 County shall have the right to retain the security of proposer(s) to whom an award is being considered until:
  1. A contract has been executed and bonds furnished.
  2. The specified time has elapsed so that the offers may be withdrawn.
  3. All offers have been rejected.
- 2.6 Proposal security will be forfeited to the County as full liquidated damages, but not as penalty, for the following reasons, as pertains to this specification document:

1. If the proposer fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
2. If the proposer fails or refuses to enter into a contract on forms provided by the County, and/or if the proposer fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **4. DATA PRIVACY**

- 4.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **5. PROPOSER'S REPRESENTATION**

- 5.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 5.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

## **7. SPECIFICATION CLARIFICATION**

- 7.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 7.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 8.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of

Proposers to clarify and expand upon the proposal response.

- 9.6 The offer will be awarded to the lowest responsive, responsible Proposer whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 9.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. TERMS OF PAYMENT**

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **12. LAWS**

- 12.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# SPECIFICATIONS DOCUMENT

## INMATE PHONE SYSTEM

### SECTION I

### GENERAL TERMS AND CONDITIONS

#### 1. SCOPE OF THE PROJECT

1.1 Lancaster County Corrections Department, Lincoln Nebraska, hereinafter called the "County", invite sealed proposals from interested inmate telephone service contractors, hereinafter called "Proposers" or "Contractors", to provide a complete inmate telephone service program, for a three (3) year period commencing on or about Oct. 1, 2002 through Sept. 30, 2005, in accordance with the proposal instructions, terms and conditions, specifications, contractor requirements, bonding and insurance requirements, and contract documents set forth in this invitation for proposal.

1.1.1 The intent of this request is to solicit proposals from interested contractors to provide complete inmate telephone service management for the Lancaster County Corrections Department.

1.1.1.1 The program shall include providing, installing and maintaining the inmate pay telephone system at both County Correctional Facilities operated by the Lancaster Correctional Department.

1.1.1.2 Locations included in this request are as follows:

Lancaster County Corrections

605 So. 10th Street

Lincoln, NE 68508

(Maximum-Security)

Capacity: 237 inmates

Lancaster Correctional Facility

4420 N.W. 41 Street

Lincoln, NE 68524

(Minimum-Security)

Capacity: 136 inmates

**See attachment #1 for "Average Daily Population" past 6 yrs.**

1.1.2 The successful contractor will provide managerial and administrative expertise to operate a fully automated telephone services program to provide to inmates on a fee/commission basis in accordance with the requirements set forth herein.

1.1.2.1 The County currently uses a collect-call only system

1.1.2.2 No PIN's or pre-paid cards are currently used in this plan.

1.1.2.3 The County currently does not monitor calls, however, we would like this feature to be available for possible future implementation.

1.1.3 Questions regarding this request may be addressed to:

**Kathy Smith, Assistant Purchasing Agent**

"K" Street Complex (SW Wing), Suite 200

440 So. 8<sup>th</sup> Street

Lincoln, NE 68508

Phone: (402) 441-8309 FAX: (402) 441-6513

Email: [ksmith@ci.lincoln.ne.us](mailto:ksmith@ci.lincoln.ne.us)

## 2. **MANDATORY PRE-SUBMISSION CONFERENCE:**

- 2.1 A mandatory Pre-Submission Conference regarding this Request For Proposal (RFP) will **be held on July 11, 2002 at 9:00 A.M. Central Day-light Savings Time.**
- 2.2 The location of the conference will be the Justice and Law Enforcement Ctr., 575 So. 10<sup>th</sup> Street, Police classroom A, Lincoln Nebraska (building to the north of County Jail).
- 2.3 All interested proposers must attend this conference and should bring a copy of the RFP document as questions referencing the document may arise on the agenda.
  - 2.3.1 *Submit questions requiring County clarification in writing at least four (4) days prior to the Pre-submission conference to:*

Lancaster County Corrections Department  
605 South 10th Street  
Lincoln, NE 68508

Attn: Liz Thanel, Business Manager Email: [lthanel@ci.lincoln.ne.us](mailto:lthanel@ci.lincoln.ne.us)

- 2.4 **Attendance at the conference is MANDATORY in order to submit a proposal.**
  - 2.4.1 **Register the number of attendees four (4) working days prior to pre-submission conference and indicate if any attendee has special needs regarding ADA requirements (see attached fax-back registration form).**

## 3. **PROPOSAL PROCEDURE**

- 3.1 This Request for Proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in procuring complicated commodities and/or services.
  - 3.1.1 It also provides interested contractors with a fair opportunity for their goods and services to be considered.
  - 3.1.2 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with interested firm(s) to arrive at a mutually agreeable relationship.
- 3.2 Conditional or qualified proposals are subject to rejection in whole or in part.
  - 3.2.1 All exceptions to the requirements, conditions, specifications, or other provisions of this Request For Proposals (RFP) must be in writing and attached as an exhibit to the proposal clearly labeled "Exceptions & Clarifications of the Requirements" when it is submitted by the Proposer.
    - 3.2.1.1 Exceptions and clarifications made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically described herein shall not be made a part of the resulting contract.
    - 3.2.1.2 Exceptions and clarifications made by the Proposer which are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the Contract.
    - 3.2.1.3 Exceptions and clarifications which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, specifications and provisions of the RFP shall prevail.

- 3.3 The County reserves the right to reject any or all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the County.
- 3.4 Proposers shall be bound by their offer even if the offer is based on an erroneous calculation, and respondent shall have no right to withdraw its offer after the Proposal deadline on the basis of an error in calculation of their offer.
  - 3.4.1 If the County chooses to allow an offer to be withdrawn for any reason, the Proposer shall forfeit any and all proposal security offered as a requirement of the RFP process.
- 3.5 Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this RFP shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.
  - 3.5.1 It shall be the responsibility of the Contractor to perform in compliance with all applicable Federal, State and Local Statutes, Ordinances and codes including by not limited to the Americans with Disabilities Act.

4. CONTRACT PERIOD AND PRICING STRUCTURE

- 4.1 The contract period shall be for three (3) years as thirty-six (36) consecutive months commencing with the date of ratification of the contract agreement generated as a result of this solicitation.
- 4.2 The prices quoted in this request for proposal shall be firm for the duration of the contract period (three years) and any extensions thereof (one additional three year extension option).
- 4.3 Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges.
- 4.4 In the event of a renewal of the contract (for an additional three year period), all terms, conditions and provisions of the original contract, including Commission percentages and Guaranteed Annual Minimum Commission (GAMC) amount, shall remain the same and apply during the renewal period (unless mutually agreed upon via the addendum process).

5. OPTION TO EXTEND

- 5.1 The County, at their discretion and with mutual consent from the contractor, may extend the period of this agreement (beyond the initial three year term) by one three (3) year term **(beginning approximately Oct. 1, 2005)**.
  - 5.1.1 Proposers must indicate on the proposal form if extension renewal is an option they wish to offer the County.
  - 5.1.2 The contractor shall be notified in writing by the County Agent's intention to extend the contract period at least thirty (30) days prior to expiration of the original contract period (expires approximately Sept. 30, 2005).
  - 5.1.3 The County will inform the Successful Contractor 90 days prior to the end of the contract period if their intent is to deny renewal of the contract arrangement.

6. BONDING AND INSURANCE REQUIREMENTS

- 6.1 An acceptable ***bidder's bond in the amount of \$5,000.00*** shall accompany the proposal at the time of the proposal opening.
- 6.2 Within fourteen (14) calendar days after notification of award of the RFP, the Successful Contractor must execute the written contract (see attached sample) and provide an acceptable *performance bond and payment bond*.
  - 6.2.1 The ***performance and payment bond shall be in the amount of \$60,000.00*** and shall be executed by the contractor and a corporate surety company authorized to transact business in the State of Nebraska.
- 6.3 Within such period, the Successful Contractor must ***furnish evidence of insurance*** in accordance with the attached "Insurance Clause to be used for All County Contracts".
  - 6.3.1 The Successful Contractor shall conform to all insurance requirements as stated in the County insurance policy.

7. REPORTING

- 7.1 The contractor shall provide to the county contract administrator regular reports, showing all successful phone transactions made under the terms and conditions of the contract for the division.
- 7.2 As a minimum, the Successful Proposer shall provide a report with each commission check detailing the following:
  - 7.2.1 Each housing unit and facility;
  - 7.2.2 gross collect call dollar amount;
  - 7.2.3 the contract commission rate; and
  - 7.2.4 the total dollar amount of commission.
  - 7.2.5 Report shall also include all; personnel problems and issues, staff development activities, equipment and maintenance issues, and any other pertinent data or activities.
- 7.3 The contractor shall have the ability to provide weekly reports generated by: 1) phone number, 2) living area, 3) date or range of dates, 4) hour or range of hours, 5) duration of call or 6) called number dialed.
- 7.4 The contractor shall have the ability to provide weekly commission verification reports.
  - 7.4.1 The County is interested in receiving the commission verification reports on a computer disk format.

8. CONTRACT NOTIFICATION

- 8.1 The Purchasing Dept. will issue a contract award notification to successful proposer(s).
  - 8.1.1 The Contract Award Notification will incorporate the County's specifications, bonding and insurance requirements, contract document (see attached samples) and may incorporate any special provision outlined by the proposer's offer or added during contract negotiations.
  - 8.1.2 Orders for services and materials will be placed on an as-needed-basis by the County Inmates participating as users in the contracted program arrangement.

## SECTION II

# INMATE PHONE SYSTEM

## EVALUATION AND AWARD

### 1. EVALUATION AND AWARD PROCEDURE

- 1.1 A committee of county personnel will be assigned the task of evaluating and recommending an award to the County Board of Commissioners.
  - 1.1.1 The committee may request documentation from Proposers on any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 1.1.2 The committee may require a site visit and/or verbal interview with select Proposer(s) and his/her company to clarify and expand upon the proposal response(s).

### 2. AWARD AND EVALUATION CRITERIA

- 2.1 Award will be made to the "lowest responsive Proposer(s) ".
- 2.2 Responsiveness will be determined by the committee at the time proposals are evaluated, using criteria which may include:
  - 2.2.1 References provided with the proposal response.
  - 2.2.2 The Proposer's ability to satisfactorily handle the type and volume of work being offered by the County.
    - 2.2.2.1 Experience with Commercial and Government/Correctional Accounts.
  - 2.2.3 Includes general management's capability as evidence in the written proposal, comments of references and site visits.
  - 2.2.4 Staff and program offered, variety of capacity, range of capability, and quality of past jobs performed.
    - 2.2.4.1 Capability of the Proposer to participate in this particular program including eligibility based on the Proposer's financial stability and viability.
  - 2.2.5 Proposers management, technical, and experience in the type of work and equipment proposed.
  - 2.2.6 The quality and variety of the Proposer's services and equipment offered and their ability to provide maintenance service to/for the County.
    - 2.2.6.1 Long distance carrier affiliation.
  - 2.2.7 Ease of the liaison to communicate with the County Departments / Divisions.
    - 2.2.7.1 Proposer's presentation (if requested) to selection committee.
  - 2.2.8 Proposer's internal management and ability to provide timely and accurate usage records, back up service for emergency situations; and accurate reporting, record keeping and billing of the calls generated.
  - 2.2.9 Total program costs, commission percentages and guaranteed annual minimum commission amount as they relate to the recommended service level for the County's facilities.
    - 2.2.9.1 Ancillary and incidental services offered.

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**SECTION III**  
**INMATE PHONE SYSTEM**  
**CONTRACT SYSTEM REQUIREMENTS**

1. GENERAL CONTRACT SYSTEM REQUIREMENTS:

- 1.1 The Contractor shall furnish, install and maintain in correct working order, collect/pay telephones for use by inmates at correctional facilities operated by the Lancaster County Corrections Department.
- 1.2 Contract arrangement shall include fully automated telephone services to the inmates utilizing the Contractor's installed pay telephone equipment in accordance with the requirements set forth herein.
  - 1.2.1 All features and system requirements proposed shall be applicable to all calls (local and long distance) placed throughout the Inmate Pay Telephone System (IPTS).
- 1.3 The IPTS shall provide telephone reception quality at least equal to the current reception quality levels and must meet telecommunications industry standards for service quality.
  - 1.3.1 The Contractor shall accept the County's decision regarding such determination.
- 1.4 All phones shall be capable of being operated simultaneously.
- 1.5 The telephone system shall be capable of providing call completion to any point within the continental United States of America, Alaska and Hawaii.
  - 1.5.1 **IPTS shall be capable of making international collect calls** to all countries outside the continental US.
    - 1.5.1.1 Contractor shall provide details on how international calling is facilitated by their IPTS.

2. SYSTEM FEATURES:

- 2.1 The IPTS shall provide one-way out-going service provided only on a collect station-to-station calling arrangement.
  - 2.1.1 No incoming calls are permitted.
  - 2.1.2 Incoming calls shall be prohibited via the providers software before the incoming signal reaches the inmate phone location.
- 2.2 The IPTS shall provide the ability to manually block unlimited quantity of identified phone numbers upon request of the County and shall be offered on a permanent or temporary blocking basis.
  - 2.2.1 The IPTS must have an adjustable refusal buffer to automatically block numbers for designated periods of time, (i.e., following a series of refusals by the called party.)
  - 2.2.2 It shall be the successful proposer's duty to obtain existing blocked numbers from our existing provider and program these numbers into the new system to insure uninterrupted blocking of phone numbers.
  - 2.2.3 **Successful proposer will be bound to release all pertinent information to a new provider should the next proposal request process select a new provider.**
- 2.3 *The system shall offer the receiver the ability to automatically select blocking select options electronically to permanently block their phone number from receiving calls from the Lancaster County's IPTS (i.e., dialing #1 to accept call, #5 to refuse call, 9 to permanently block your phone from all future calls).*

- 2.4 The system shall have the ability to restrict all calls to a given period of time with a recorded warning to caller before the last 1 minute of the call duration.
- 2.4.1 The system shall have the flexibility to vary or change the calling period upon request from the County.

3. SYSTEM OPERATION:

- 3.1 Call acceptance by the called party shall be accomplished through caller confirmation (positive acceptance).
  - 3.1.1 Passive acceptance of a call, such as by staying on the line after the recording finishes, is not acceptable.
  - 3.1.2 Calls to answering machines, FAX machines, or computer modems will be terminated when the machine answers the incoming call.
  - 3.1.3 Calls to rotary-dial type phones may only be accepted by the positive action of the called party dialing a specific voice prompted number.
- 3.2 Contractor shall utilize no live operators, only recorded or simulated operators will be allowed.
  - 3.2.1 All calls will be "branded" to identify that the call is originating from a "Lancaster County Correctional Facility".
    - 3.2.1.1 Recorded operator message shall indicate the call is originating from "Lancaster County Correctional Facility", and shall be a brief and concise message.
  - 3.2.2 *The inmate will not be connected with or able to hear the receiver until after acceptance of the call.*
  - 3.2.3 Recorded instructions shall be available in English and Spanish, with the capability to add other languages upon request from the County.
    - 3.2.3.1 Written dialing instructions must be posted on or near each phone in English and Spanish.
- 3.3 The IPTS shall prohibit direct-dialed calls except those identified by the County to receive calls at no fee.
  - 3.3.1 The Contractor shall provide, free of charge, inmate calls to the County Public Defender's (PD) Office without the PD incurring any expense.
  - 3.3.2 The Contractor shall also provide, free of charge, calls to the local Courts and support agencies and certain other free of charge numbers as determined by the County.
- 3.4 The IPTS shall prohibit access to "411" information and "911" emergency services.
- 3.5 The IPTS shall prohibit access to all "800" and "900" exchanges and any similar exchanges yet to be identified.
- 3.6 Proposer shall describe in detail how their system is able to detect and prevent three (3) way calls.
  - 3.6.1 The inmate shall be required to hang-up before the system will allow another call to be placed.
  - 3.6.2 Conference calls shall also be prohibited.
- 3.7 The IPTS shall block all calls to pay phones.
  - 3.7.1 The Contractor shall subscribe to and use a data base system that identifies calls to pay phones and blocks such calls.

4. EQUIPMENT REQUIREMENTS:

- 4.1 All receiver cords in areas designated by the County shall be no more than 15" in length.
- 4.2 Respondents shall submit with their proposal a new sample of the identical inmate wall phone unit, handset, armored cord, and mounting bracket that will be installed.
  - 4.2.1 A key to the phone cabinet is to be supplied to permit examination of the inside of the phone casing.
  - 4.2.2 All phones shall be surface mounted compatible with standard telephone company mountings.
  - 4.2.3 All telephone instruments shall be approved and comply with FCC regulations.
  - 4.2.4 Respondents shall be responsible for arranging for shipment and payment of all costs associated with shipment of samples to the County and return of sample items to the Contractor.
- 4.3 The minimum phone equipment required shall be as follows:

INTAKE AND DETENTION:

Location: General housing C & D pods - 3 wall units per area

A-1	Special needs:	2 wall units
A-2	Reception:	2 wall units in dayroom
		3 wall units in subdayrooms
B-1	Segregation:	2 wall units in dayroom
		2 wall units in subdayrooms
B-2	Women:	2 wall units
		3 wall unit in subdayroom
Workers dorm:	<u>2 wall units</u>	18 wall phone units

Booking: separate lines to each cell, with 4 mobile phone units

LCF:

Designated locations: 8 wall phone units

- 4.4 The County may require additional phone installations based on needs in addition to the requirements outlined herein.
  - 4.4.1 If the County requests additional telephone equipment to be installed it shall be understood that the additional equipment will be at NO COST to the County.
- 4.5 The Contractor shall be required to provide special phone equipment able to accommodate the needs for hearing-impaired individuals.
- 4.6 The Contractor shall be required to provide lower-mounted equipment able to provide access for wheelchairs.
- 4.7 A system phone shall be installed by the Contractor in the office of the contract liaison for testing purposes at no cost to the County.
- 4.8 Contractor shall assume all costs in replacement and on-going repairs of all existing visitation phones at the maximum-security jail.
  - 4.8.1 We currently have twenty-five (25) visiting phones in eight (8) separate housing areas.

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**SECTION IV**  
**INMATE PHONE SYSTEM**  
**SERVICE AND MAINTENANCE REQUIREMENTS**

1. SERVICE AND MAINTENANCE GENERAL REQUIREMENTS:

- 1.1 Vendor shall provide both on-site and remote monitoring and diagnostic service to the County, twenty-four (24) hours a day, seven (7) days a week.
- 1.2 The Contractor shall provide its own or subscribe to the "Local Exchange Carrier Line Information Database" screening service.
- 1.3 The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all inmate pay telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract.
  - 1.3.1 No charge shall be made to the County for maintenance of the system.
- 1.4 The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.
  - 1.4.1 Maintenance personnel supporting the proposed equipment, services and/or software shall have at least six (6) months experience servicing the equipment, services and/or software included in the Contractor's proposal.
  - 1.4.2 Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate phone system and inmate visitation phone repairs.
  - 1.4.3 Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.
- 1.5 The Contractor shall maintain all inside cable related to the IPTS, whether re-used or newly installed.
  - 1.5.1 At the end of the contract period all cable including re-used or newly installed shall become the property of the County.
- 1.6 The Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.
  - 1.6.1 This single point shall provide a toll-free line for the County and public to inquire about billing, call blocks, etc.
- 1.7 *The Contractor shall be responsible for providing maintenance and repair; at no cost to the County, of County owned inmate visiting phone system at the maximum-security jail.*

2. MAINTENANCE RESPONSE TIME:

- 2.1 Contractor's maintenance personnel shall respond and resolve normal repair requests within four (4) hours from the time of notification and if necessary, be on-site within that 4 hours, Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m.CT.
- 2.2 For normal requests on weekends, (from 5:00 p.m. Friday to 8:00 a.m. CT. Saturday) and County Holidays, the Contractor shall isolate and correct any problems within twelve (12) hours.
  - 2.2.1 In the event that maintenance personnel have responded and the problem cannot be solved within the 12 hour period, the Contractor must contact the Contract

- Administrator and his/her designee, and propose a plan to correct the problem.
- 2.2.2 The proposed solution must meet with the satisfaction and agreement of the County.
- 2.3 A complete and currently updated list of contractor's/sub-contractor's managers, administrators, technicians, etc. must be provided to the County.
- 2.3.1 This includes a complete and currently updated list of business, cellular and beeper numbers.
- 2.3.2 The Contractor's management home and emergency phone numbers must also be furnished.
- 2.4 For this contract a "Response" shall be defined as an on-site visit by a qualified technician certified on the installed equipment, or, the resolution of the problem.

3. CONTRACTOR RESPONSIBILITIES:

- 3.1 Contractor is responsible for coordinating with LECs (Local Exchange Carriers); installation of all power lines and electrical hookups; installation of equipment; operation and maintenance of equipment; removal and all charges and fees associated with providing the IPTS.
- 3.1.1 This includes but is not limited to, all access lines, monthly line charges, message units, and all other communication costs.
- 3.2 All Costs associated with upgrading equipment to meet applicable state tariff, federal tariff and state utility commission requirements shall be paid by the contractor.
- 3.3 Contractor shall pay all costs associated with upgrading and providing new equipment as new service technology is introduced in the industry.
- 3.4 Contractor shall be FCC registered and approved or exempt, and meet State Utility Commission's minimum requirements.
- 3.5 All changes in present or future telephone services must be coordinated with the County to ensure that there will not be a negative impact to the installation and that associated cable requirements will not be adversely affected.
- 3.5.1 All operational maintenance will be coordinated with the County but be provided by the Contractor.
- 3.6 Contractor shall provide detailed information on how collections will be made in areas where local phone carriers **will not sign billing agreements.**

4. VOLUNTARY ADDITIONAL SERVICES: Describe in detail any additional services, equipment, or options that are included as part of your proposal.

- 4.1 Any additional services or equipment offered will be included in the evaluation process and included in the final contract for services with the Successful Proposer.
- 4.2 An example of value added service and equipment would be an automated telephone system that repeatedly notifies defendants of pending court appearances, times and dates.
- 4.3 While the primary commission is an important component of the offer, these value added incentives that may provide non-financial resources to the department are encouraged and are equally important to the County.

**SECTION V**  
**INMATE PHONE SYSTEM**  
**INSTALLATION AND IMPLEMENTATION REQUIREMENTS**

1. GENERAL INFORMATION:

- 1.1 The Contractor is responsible for installation, replacement, and repair costs of all equipment due to any reason including, but not limited to: vandalism, normal wear and tear, and new installation requests, etc.
  - 1.1.1 The Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate phone system and inmate visitation phone repairs.
  - 1.1.2 The Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.
- 1.2 The Contractor shall obtain permission in writing from the county before proceeding with any work that requires cutting into or through walls, girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fire proofing or moisture proofing, or potentially cause any structural damage.
- 1.3 The Contractor shall assume responsibility for the installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 1.4 The Contract shall agree that in the event of a problem or question of continuity arising during installation of the proposed system, provisions shall be made by the Contractor for joint testing of the system by the Contractor and the County.
- 1.5 The Contractor shall install additional telephones as required by the County.
  - 1.5.1 This shall include expansion to existing and new facilities under construction or to be constructed during the life of the contract.
  - 1.5.2 Any additional telephones installed shall be at no cost to the County.
- 1.6 Installation of all telephone and related equipment shall be accomplished by the Contractor or his/her subcontractors during normal business hours at each facility or as directed by the Contract Administrator.
- 1.7 The Contractor shall coordinate with the current IPTS Contractor (if appropriate) and with the Contract Administrator prior to the effective date of the contract to assure little or no interruption of the telephone service.
  - 1.7.1 The Contractor shall provide the Contract Administrator with a daily work schedule and plan of work for removal of instruments and housings and the amount of time estimated to perform this task.

2. IMPLEMENTATION PLAN:

- 2.1 The Contractor shall provide an installation team that includes a Project Manager who will be available during all phases of the installation and will be responsible for inspecting all areas before work starts and reporting any pre-existing conditions or damage to the County Contract Administrator.

2.2 All members of the installation team (including subcontractors) must have security clearance by Lancaster County Correctional Department prior to entering the facilities.

2.2.1 Clearance will normally take approximately three (3) days to complete, and consists of the following:

2.2.1.1 Arrest warrant search to detect any outstanding warrants or recent violent or drug-related crimes or history of such.

2.2.1.2 Contractor shall furnish name, race, sex, date of birth, social security no. and recent address of all proposed employees who will require admittance to the County facilities.

2.3 The Contractor shall provide an implementation plan to the Contract Administrator **within ten (10) days after award of the contract.**

2.3.1 The Contractor, after approval of the implementation plan, shall **complete the installation within thirty (30) days of notification to proceed.**

2.3.2 The implementation plan shall include a complete schedule of events in narrative and critical path/chart form.

2.3.3 The schedule shall include, but is not limited to, all of the following; 1) delivery of equipment to the site, 2) site preparation, 3) site inspection, 4) cabling installation, 5) equipment installation, 6) software installation, 7) system testing, 8) training, 9) cutover, 10) acceptance testing, and 11) system on-line for customer use and system acceptance date.

### 3. INSTALLATION AND CABLING REQUIREMENTS:

3.1 The Successful Contractor shall obtain written permission from the County before proceeding with any work that requires altering its physical plant.

3.1.1 This shall include, but not be limited to: cutting, drilling, or modifying the facility in any manner.

3.2 **Lancaster County owns the existing cabling to the current telephone system.** The Successful Contractor may utilize this cabling if compatible with their telephone system.

3.2.1 If additional cabling is required in the installation process, Contractor shall pay all costs, including labor to install and purchase of the new cable.

3.2.2 All cable shall be marked clearly and legibly at both ends, including defective pairs and must meet all current standards.

3.2.3 At NO ADDITIONAL COST TO THE COUNTY all phone system wiring distribution shall become the property of the Lancaster County Correctional Department at the conclusion of the contract arrangement.

3.2.4 A written statement from the Contractor shall be provided, confirming all circuits have been properly tested and all cables, pairs, blocks, terminals, etc. have been legibly marked.



3.3 The Successful Contractor must coordinate with the local telephone company for the installation of telephone lines to the telephone units provided.

3.3.1 All expenses involved with the installation, monthly usage and maintenance of the contractor-installed telephone lines shall be borne solely by the Contractor.

3.3.2 Use of existing lines may be reused (and is encouraged), as long as the Contractor transfers the account responsibility to their firm.

4. CLEAN UP AND REMOVAL OF DEBRIS:

4.1 The Contractor shall clean up and remove all debris and packaging material resulting from his/her work as required by the County.

4.1.1 Upon completion of the installation, the premises shall be left in order and ready for immediate use.

4.2 The Contractor shall restore to original condition any damage to County property caused by maintenance or installation personnel including but not limited to walls, ceiling and floors.

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**SECTION VI**  
**INMATE PHONE SYSTEM**  
**BILLING AND COMMISSION PAYMENT REQUIREMENTS**

1. BILLING AND COMMISSION GENERAL REQUIREMENTS:

- 1.1 The Contractor shall maintain an accurate, verifiable recording and tracking system, acceptable to the County for substantiating commission payments.
- 1.2 Contractor shall pay monthly commissions on all completed local and long distance calls.
  - 1.2.1 The Contractor shall pay the County a monthly commission based on all billed revenues from the previous month.
  - 1.2.2 Commission check shall be accompanied by a monthly statement indicating monthly billed revenues for the period and a statistical analysis of all calls made.
  - 1.2.3 Contractor shall assume full financial responsibility for all fraudulent, uncollectible, etc. billings, should they occur, without penalty to the County.
- 1.3 Failure of the Contractor to pay the required monthly commission in full shall be cause for immediate termination of the contract by the County.
- 1.4 The Commission percentage and the Guaranteed Annual Minimum Commission (GAMC) shall be firm and fixed for the duration of the contract period and any extensions thereof.
  - 1.4.1 The Lancaster County shall not pay nor be liable for any costs.

2. DEFINITION OF COMMUNICATION TERMS:

- 2.1 The following terms are to apply to this solicitation:
  - 2.1.1 LATA (local access transport area) - A geographic area within which a local exchange carrier (LEC) may provide service.
  - 2.1.2 Local Exchange Carrier (LEC) - Firms tariffed by the state to offer LEC services.
  - 2.1.3 Intra LATA - Within the boundaries of an FCC established LATA.
  - 2.1.4 Inter LATA - Crossing over the boundaries of an FCC established LATA.
  - 2.1.5 Local calls - Non-toll calls made within a LATA.
  - 2.1.6 Toll calls - Non-local calls made within a LATA.
  - 2.1.7 Long distance calls - Calls made between LATAs.
  - 2.1.8 Collect Calls - Not paid by coin or credit cards; only by collect billing to the recipient of the call.

3. COST-PER-CALL REQUIREMENTS:

- 3.1 The charges for the calls made on the system proposed shall be consistent with all PUC and FCC tariffs for local, toll and long-distance calling.
  - 3.1.1 Contractors will be required to follow time-of-day discounts applicable to state PUC and FCC tariffs.
  - 3.1.2 If a contractor, whose phone lacks a time of day clock, chooses to charge night/weekend rates on a 24 hour basis, that is acceptable to the County.
    - 3.1.2.1 The alternative of charging day rates during the evening and night/weekend periods in not acceptable.

- 3.2 Billing charges shall begin at the time of the call completion when the called party is connected to the calling party and shall be terminated when either party hangs up.
  - 3.2.1 Incomplete calls such as network intercept recordings, busy signals, no answers, refusal of calls, etc., shall not be billed.
- 3.3 Rates charged shall not exceed the Federal Communication Commission's (FCC) and any State regulation's for fully automate or inmate tariffed rates.
- 3.4 Rates charged for a local or intraLATA call shall not exceed the current rate charged by the local operating telephone company for a fully automated or inmate tariffed call.
- 3.5 The rate charged for an InterLATA-Intrastate and InterLATA-Interstate call shall not exceed the current rate tariffed by the FCC or State of Nebraska for a fully automated or inmate tariffed call.

4. COMMISSION PAYMENT AMOUNT:

- 4.1 Contractor shall Guarantee an Annual Minimum Commission (GAMC) dollar amount which shall be clearly stated in his/her submitted proposal.
  - 4.1.1 For the purpose of calculation the time period used shall include the twelve (12) consecutive months immediately following the date the contract is ratified by the County Board of Commissioners, and the amount of commission paid shall be the sum of all monthly commission amounts earned and due the County during this time period whether or not Contractor has actually completed the payment to the County.
- 4.2 Commission rates shall be based on **GROSS REVENUES**.
  - 4.2.1 **GROSS REVENUES:** Shall be defined as the total revenue earned from total billable minutes **without any allowance or deduction** for operational costs, fraud, line charges, validation charges, equipment charges, other collectible or uncollected or uncollectible charges, billings and collection or other fees, expenses, or payments to suppliers.
- 4.3 Commission payments on gross revenues for the calendar month shall be paid monthly by the 30th calendar day of the following month.
  - 4.3.3 Twenty-five dollars (\$25.00) per day will be assessed by the County for each day past the 30th of the month that the payment has not been received by the County.
  - 4.3.3 The Contractor shall add any fees assessed to the next month's commission payment and indicate such on the payment when submitted.
- 4.4 Should the sum of the monthly commission payments for the twelve (12) month period be calculated as less than the GAMC herein quoted by the Contractor, the Contractor shall pay the County an amount equal to the difference between the amount actually earned by the County and the amount of the GAMC as stated in the received proposal.
  - 4.4.1 If commission is due the County at the end of the anniversary date the owed amount shall be payable within sixty (60) days immediately following the last day of the annual term of the time period.

- 4.4.2 Such payment shall be clearly identified as "GUARANTEED ANNUAL MINIMUM COMMISSION PAYMENT" and shall be paid to:

County Corrections Department  
Attn: Business Manager  
605 South 10th Street  
Lincoln, NE 68508

- 4.4.3 Twenty-five dollars (\$25.00) per day will be assessed by the County for each day past the due date that the payment has not been received at the above listed address.
- 4.4.4 Any penalty payments assessed shall be added to the next month's commission payment and indicated as such on the submitted commission payment.
- 4.5 The County shall have the right to access and inspect the telephone instruments and the right to access and inspect the gross revenues generated on the telephones, on an unannounced basis, for the purpose of sales verification.
- 4.5.1 Such access and inspection shall be made in the presence of the Contractor's representative.

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**SECTION VII**  
**INMATE PHONE SYSTEM**  
**WRITTEN PROPOSAL REQUIREMENTS**

1. WRITTEN PROPOSAL REQUIREMENTS:

1.1 Along with the RFP response forms the interested Contractor shall provide a written proposal including the following issues:

1.1.1 A list of no less than 5 current references for installations at other institutions shall be provided, including the contact person name and phone number.

1.1.1.1 A further clarification of the list shall indicate all installations in the U.S. at this time and the duration of any contract arrangements.

1.1.1.2 A further clarification of a list of any accounts that were lost in the past three (3) years, indicating the reason for the loss of the account (i.e., loss due to competitive proposal, non-performance of a contract arrangement, change in service requirements, etc.).

1.1.2 Identify any company names under which the vendor has operated previously.

1.1.3 Is the vendor a member of the Inmate Calling Services Providers Task Force (ICSPTF).

1.1.3.1 The above listed is a national organization of companies working to improve regulatory environment and quality of service to corrections facilities.

1.1.4 Written confirmation that your firm is able to obtain all necessary and appropriate licenses, permits, and local phone company access to provide the outlined inmate phone system.

1.1.5 Any incentives that may be offered as an added benefit of the offered program.

1.1.5.1 Any incentive that may be offered must be presented utilizing clear language and must not diminish the percentages of commissions or guaranteed flat amounts offered to the County.

1.1.5.2 Any and all tangible incentives offered shall become the possession of the County and shall remain the property of the County upon termination or expiration of the contract.

2. EQUIPMENT SAMPLES:

2.1 The Contractor shall include with the RFP response one (1) sample phone which is of the same quality, made and model of the equipment proposed to the County.

2.1.1 The Sample equipment shall be provided at no cost to the County.

2.1.2 The Contractor may retrieve the sample equipment after award of the project.

2. TRANSITION/IMPLEMENTATION PLAN:

2.1 Provide a transition plan to assure smooth and uninterrupted inmate phone service between out-going vendor and your firm (if selected).

- 2.1.1 This plan shall include the transfer of information from the existing contractor to your system of any numbers currently blocked, free numbers, and any additional system set-up requirements.
- 2.2 If successful the Contractor shall provide an implementation plan to the Contract Administrator **within ten (10) days after award of the contract.**
  - 2.2.1 The Contractor, after approval of the implementation plan, shall **complete the installation within thirty (30) days of notification to proceed.**
  - 2.2.2 Provide brief summary on your installation and maintenance plan.
- 3. COMMUNICATIONS:
  - 3.1 Outline the process to respond to inmate/public and County complaints regarding telephone system malfunctions.
    - 3.1.1 Indicate if you have staff specifically responsible for responding to users concerns (i.e., customer service or customer complaint department).
- 4. REPORTING CAPABILITIES:
  - 4.1 Indicate your ability to provide adhoc reports to the County within 4 hours from request on a 24-hour, 7-day-per-week basis.
  - 4.2 Describe the types of reporting available, sorting capabilities and limitations, etc.
  - 4.3 The vendor shall provide the following report samples:
    - 4.3.1 Monthly list of all calls placed and all calls accepted, including the related revenue calculations.
    - 4.3.2 Periodic detailed adhoc reports will be requested to aid in investigations by the County and local law enforcement, courts, etc.
  - 4.4 Indicate if direct access to reporting capabilities will be offered to the County.
    - 4.4.1 Provide a list of equipment and software needed to obtain direct access to the reporting information (i.e., computer equipment, modem, software, etc.).
    - 4.4.2 Indicate if the equipment and software needed to obtain direct access will be provided to the County AT NO CHARGE.
    - 4.4.3 Outline any training offered to the County staff on the operation of the software in developing direct generated adhoc reports.
  - 4.5 Reports and a clear audit trail must be provided to the County to verify revenues received.
    - 4.5.1 If a third-party billing company is utilized, the Contractor shall assume full responsibility for accuracy of the data and will pay all costs associated with the billing system.



Original Contract: Contractor  
County Clerk  
County Agency

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR  
SPECIFICATION #02-122**

**Providing Inmate Phone System  
and related for Lancaster County Corrections**

**Contractor: FIRM**

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## LANCASTER COUNTY, NEBRASKA CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2002, by and between **FIRM** hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared and advertised in accordance with law, specifications, Plans, and other Contract Documents describing the services to be provided for **Request for Proposal # 02-122 , "Providing Inmate Phone System for Lancaster County Corrections"** (hereinafter referred to as the RFP), this document is included by reference as **Exhibit A**; and

WHEREAS, Contractor, in response to such advertisement, desires to and is capable of providing the described necessary services according to the terms and conditions stated in Contractor's response to the RFP, this document is included by reference as **Exhibit B**.

and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal, (**Exhibit B** ) a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. **General Description**. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents.
2. **Term of the Agreement**. Term of the Agreement shall three years as thirty-six (36) consecutive months, and shall be \_\_\_\_, **2002** through \_\_\_\_, **2005**.
  - 2.1 At the County's request, with the Contractor's consent, the agreement shall be renewable for one (1) each additional three (3) year period as mutually agreed which shall be \_\_\_\_, **2005** through \_\_\_\_, **2008**.
3. **Governing Laws**. The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this agreement.

4. Quantity Requirements. The County reserves the right to modify the quantity ordered, and to request current technology on an as-needed-basis with mutual consent with the Contractor. Implementation will be in accordance to the time line as agreed with the Contractor.
5. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
6. Compensation. The Contractor shall pay the County for services purchased in accordance with the terms and conditions of the contract at the rates as set in **Exhibit B**. Payment will be paid by monthly by the thirtieth (30<sup>th</sup>) calendar day of the month following the month charges incur and shall be accompanied with proper invoicing and reports by the Contractor. No decrease from commission offered shall be allowed to the Contractor during the term of the contract unless and except as provided by the specifications.
  - 6.1 Twenty-five dollars (\$25.00) per day will be assessed by the County for each day past the 30<sup>th</sup> of the month that the payment has not been received by the County.
7. Guaranteed Annual Minimum Commission. The Contractor's proposal (**Exhibit B**) has offered the County a Guaranteed Annual Minimum Commission (GAMC) rate. Commission rate shall be based on Gross Revenues as described in the specifications. Should the sum of the monthly commission payment for the annual (twelve consecutive months) period be calculated as less than the GAMC as accepted in the Contractor's proposal, the Contractor shall pay the County an amount equal to the difference between the amount actually earned by the County and the amount of the GAMC.
  - 7.1 If commission is due the County at the end of the anniversary date the owed amount shall be payable within sixty (60) calendar days immediately following the last day of the annual term.
8. Payment of Unauthorized Claims. The County may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
9. Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the Contractor shall pay the County for services provided in a satisfactory manner, a sum based upon the actual commission rates stated in **Exhibit B**.

10. Inclusion Of All Necessary Fees. The Contractor shall comply with all federal, state, and local laws together with all ordinances and regulations applicable to the services. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this agreement.
11. Proprietary Considerations and Data Security. Except for Contractor's work papers, the County and Contractor agree that all materials and information developed under this Agreement shall become the sole property of the County.
- 11.1 Any materials and information not developed under this Agreement, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "Trade Secret," "Proprietary," or "Confidential."
- 11.2 County will use reasonable means to ensure that Contractor's confidential information is safeguarded and held in confidence. County agrees not to reproduce or distribute Contractor's proprietary material to non-Governmental agencies without prior written permission from Contractor. County's obligation pursuant to this Article shall not apply to any material, data or information not plainly and prominently marked with the restrictive legends as set forth in subsection herein.
12. Warranties. The Contractor, by entering into a contract with the County, warrants and represents that all materials, equipment, and service delivered to the County pursuant to the contract conforms to all of the specifications contained or referred to herein. The Contractor further guarantees to replace all materials, equipment, software, or service that may be rejected by the County due to defective materials or workmanship for a minimum of one year following acceptance. Failure or neglect of the County to require compliance with any term or condition of the contract or specifications shall not be deemed a waiver of such term or condition.
13. Breach of Warranties. In the event of any breach of Contractor's warranties and/or covenants contained in this contract, or if, for any other reason, except only the fault of the County, the hardware, software or other services does not operate in accordance with the specifications provided in this contract and Contractor has not adjusted, or cannot adjust the same within fifteen (15) days after notice to Contractor, County shall have the right, at its option, to cancel this contract and to receive the return of all sums theretofore due to the County by the Contractor, in addition to such other damages to which the County may be legally entitled. The Contractor's obligations under this agreement are in lieu of all other warranties expressed or implied.
14. Equipment Condition. All items offered and furnished shall be new, not used, and be current manufacturer's models. Rebuilt, renewed or remodeled merchandise shall not be furnished unless specifically approved in writing by Lancaster County.

15. Status of Employees. Any and all employees of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement, shall not be considered employees of the County and all claims that may or might arise under the Worker's Compensation on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the County. For all purposes the Contractor shall be considered an independent Contractor.
16. Indemnification. Both parties shall indemnify and hold harmless, the other party, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract. Both parties shall be responsible for the acts of their own members, officers and employees including those caused in whole or part by any negligent act or omission. This shall also mean any subcontractor, or anyone directly or indirectly employed by the Contractor.
17. Non-exclusiveness of Remedies. Any right or remedy on behalf of the County provided for in any part of these specifications, including, but not limited to, any guaranty or warranty or any remedy for Contractor's nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.
18. Termination of the Contract. Termination of the Contract may occur for the following reasons and conditions:
- 18.1 Termination by the County for Cause: The County may terminate the Contract if the Contractor:
- 18.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Inmate Phone Services as requested.
- 18.1.2 Fails to make payments to the County for commissions or is continuously late with commission payments.
- 18.1.3 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.
- 18.1.4 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
- 18.1.5 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
- 18.1.6 Otherwise commits a substantial breach of any provision of the Contract Document.
- 18.2 Termination by Either Party for Convenience: *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a ninety (90) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

- 18.2.2 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
- 18.2.3 The provisions of the Contract which by their nature survive final acceptance of the work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- 18.2.4 Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
  - 18.2.4.1 Discontinue the work to the extent specified by the County.
  - 18.2.4.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the work, if any, the County has directed not to be discontinued.
  - 18.2.4.3 Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the County of all orders and subcontracts not related to that portion of the work, if any, the County has directed not to be discontinued.
  - 18.2.4.4 Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials, supplies and equipment on the site or in transit thereto.
- 18.2.5 Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 18.2.6 Upon termination, the Contractor shall pay the County the full commission amount due as a result of all phone transactions properly completed by county inmates utilizing the Contractor's equipment to the date of termination and not previously paid to the County.

18.3 Non-appropriation of Funds: The County may terminate this Contract upon thirty (30) calendar days' written notice to the Contractor if the County's governing body(s) fail to appropriate monies for the purpose of providing inmate services covered under the contract agreement.

18.4 Termination for Bankruptcy or Insolvency: In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

19. Contract Assignment. The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

20. Notices. All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed

receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to the County and Contractor at their respective addresses designated below, or at such other address as the County or Contractor, as the case may be, shall have furnished in writing to the other.

21. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the attached "Insurance Requirements for County Contracts (**Exhibit C**)". The County shall be named as additional insured with regard to the performance of the contract services.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

\_\_\_\_\_  
Lancaster County Attorney

\_\_\_\_\_  
Chairperson, Board of Commissioners

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

\_\_\_\_\_  
Name of Corporation

ATTEST:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

(SEAL)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official



**ATTACHMENT #1**  
**AVERAGE DAILY POPULATION**  
(Average number of inmates by facility by Month and Year)

**JAIL capacity: 237    LCF capacity: 136    Total capacity: 373**  
Fiscal Year (FY) begins July 1<sup>st</sup> and ends June 30<sup>th</sup>

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Annual Average
FY 97 JAIL	182.0	188.4	187.0	187.9	194.1	178.8	183.7	189.4	187.2	190.1	193.5	199.6	188.5
FY 97 LCF	110.6	100.0	98.8	104.1	107.8	84.4	93.1	107.9	106.1	110.9	108.5	107.1	103.3
<b>FY 97 Total</b>	<b>292.6</b>	<b>288.4</b>	<b>285.8</b>	<b>292.0</b>	<b>301.9</b>	<b>263.2</b>	<b>276.8</b>	<b>297.3</b>	<b>293.3</b>	<b>301.0</b>	<b>302.0</b>	<b>306.7</b>	<b>291.8</b>
FY 98 JAIL	204.9	202.5	195.6	199.0	206.7	176.6	175.8	194.4	204.0	185.1	200.1	211.3	196.3
FY 98 LCF	92.2	99.7	100.3	100.4	104.0	79.6	71.5	89.0	94.2	109.2	118.5	102.5	96.8
<b>FY 98 Total</b>	<b>297.1</b>	<b>302.2</b>	<b>295.9</b>	<b>299.4</b>	<b>310.7</b>	<b>256.2</b>	<b>247.3</b>	<b>283.4</b>	<b>298.2</b>	<b>294.3</b>	<b>318.6</b>	<b>313.8</b>	<b>293.1</b>
FY 99 JAIL	201.9	211.1	204.6	203.8	207.2	205.6	200.9	216.7	213.1	211.9	216.3	215.0	209.0
FY 99 LCF	84.9	102.9	111.3	111.8	122.3	123.4	110.6	142.9	117.3	108.9	100.1	120.5	113.1
<b>FY 99 Total</b>	<b>286.8</b>	<b>314.0</b>	<b>315.9</b>	<b>315.6</b>	<b>329.5</b>	<b>329.0</b>	<b>311.5</b>	<b>359.6</b>	<b>330.4</b>	<b>320.8</b>	<b>316.4</b>	<b>335.5</b>	<b>322.1</b>
FY 00 JAIL	195.6	194.8	207.7	202.9	207.2	206.5	201.7	211.2	226.3	240.1	231.1	233.4	213.2
FY 00 LCF	107.9	109.0	119.0	134.8	123.0	119.6	129.4	124.6	136.6	143.4	137.3	143.4	127.3
<b>FY 00 Total</b>	<b>303.5</b>	<b>303.8</b>	<b>326.7</b>	<b>337.7</b>	<b>330.2</b>	<b>326.1</b>	<b>331.1</b>	<b>335.8</b>	<b>362.9</b>	<b>383.5</b>	<b>368.4</b>	<b>376.8</b>	<b>340.5</b>
FY 01 JAIL	239.3	242.6	246.2	250.4	244.2	217.4	246.9	229.5	230.6	232.7	216.6	218.1	234.5
FY 01 LCF	137.3	144.8	150.4	141.7	142.9	117.3	130.9	135.8	124.4	128.8	131.6	122.5	134.0
<b>FY 01 Total</b>	<b>376.6</b>	<b>387.4</b>	<b>396.6</b>	<b>392.1</b>	<b>387.1</b>	<b>334.7</b>	<b>377.8</b>	<b>365.3</b>	<b>355.0</b>	<b>361.5</b>	<b>348.2</b>	<b>340.6</b>	<b>368.6</b>

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Annual Average
FY 02 JAIL	228.7	240.4	244.8	267.7	247.2	249.9	248.5	232.2	241.8				244.6
FY 02 LCF	121.6	125.7	122.0	133.1	119.7	108.8	112.5	131.7	124.2				122.1
<b>FY 02 Total</b>	<b>350.3</b>	<b>366.1</b>	<b>366.8</b>	<b>400.8</b>	<b>366.9</b>	<b>358.7</b>	<b>361.0</b>	<b>363.9</b>	<b>366.0</b>				<b>366.7</b>
ANNUAL SUMMARY OF PERCENT (%) CHANGE FROM PREVIOUS YEAR by Month and Year													
	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Annual Average
FY 97	292.6	288.4	285.8	292.0	301.9	263.2	276.8	297.3	293.3	301.0	302.0	306.7	291.8
FY 98	297.1	302.2	295.9	299.4	310.7	256.2	247.3	283.4	298.2	294.3	318.6	313.8	293.1
<b>%Chg</b>	<b>1.5%</b>	<b>4.8%</b>	<b>3.5%</b>	<b>2.5%</b>	<b>2.9%</b>	<b>-2.7%</b>	<b>-10.7%</b>	<b>-4.7%</b>	<b>1.7%</b>	<b>-2.2%</b>	<b>5.5%</b>	<b>2.3%</b>	<b>0.5%</b>
FY 98	297.1	302.2	295.9	299.4	310.7	256.2	247.3	283.4	298.2	294.3	318.6	313.8	293.1
FY 99	286.8	314.0	315.9	315.6	329.5	329.0	311.5	359.6	330.4	320.8	316.4	335.5	322.1
<b>%Chg</b>	<b>-3.5%</b>	<b>3.9%</b>	<b>6.8%</b>	<b>5.4%</b>	<b>6.1%</b>	<b>28.4%</b>	<b>26.0%</b>	<b>26.9%</b>	<b>10.8%</b>	<b>9.0%</b>	<b>-0.7%</b>	<b>6.9%</b>	<b>9.9%</b>
FY 99	286.8	314.0	315.9	315.6	329.5	329.0	311.5	359.6	330.4	320.8	316.4	335.5	322.1
FY 00	303.5	303.8	326.7	337.7	330.2	326.1	331.1	335.8	362.9	383.5	368.4	376.8	340.5
<b>%Chg</b>	<b>5.8%</b>	<b>-3.2%</b>	<b>3.4%</b>	<b>7.0%</b>	<b>0.2%</b>	<b>-0.9%</b>	<b>6.3%</b>	<b>-6.6%</b>	<b>9.8%</b>	<b>19.5%</b>	<b>16.4%</b>	<b>12.3%</b>	<b>5.7%</b>
FY 00	303.5	303.8	326.7	337.7	330.2	326.1	331.1	335.8	362.9	383.5	368.4	376.8	340.5
FY 01	376.6	387.4	396.6	392.1	387.1	334.7	377.8	365.3	355.0	361.5	348.2	340.6	368.6
<b>%Chg</b>	<b>24.1%</b>	<b>27.5%</b>	<b>21.4%</b>	<b>16.1%</b>	<b>17.2%</b>	<b>2.6%</b>	<b>14.1%</b>	<b>8.8%</b>	<b>-2.2%</b>	<b>-5.7%</b>	<b>-5.5%</b>	<b>-9.6%</b>	<b>8.2%</b>
FY 01	376.6	387.4	396.6	392.1	387.1	334.7	377.8	365.3	355.0	361.5	348.2	340.6	368.6
FY 02	350.3	366.1	366.8	400.8	366.9	358.7	361.0	363.9	366.0	0.0	0.0	0.0	366.7
<b>%Chg</b>	<b>-7.0%</b>	<b>-5.5%</b>	<b>-7.5%</b>	<b>2.2%</b>	<b>-5.2%</b>	<b>7.2%</b>	<b>-4.4%</b>	<b>-0.4%</b>	<b>3.1%</b>				<b>-0.5%</b>
FIVE (5) YEAR PERCENT CHANGE ANALYSIS													
<b>FY 97</b>	292.6	288.4	285.8	292.0	301.9	263.2	276.8	297.3	293.3	301.0	302.0	306.7	291.8
<b>FY 02</b>	350.3	366.1	366.8	400.8	366.9	358.7	361.0	363.9	366.0	0.0	0.0	0.0	366.7
<b>%Chg</b>	<b>19.7%</b>	<b>26.9%</b>	<b>28.3%</b>	<b>37.3%</b>	<b>21.5%</b>	<b>36.3%</b>	<b>30.4%</b>	<b>22.4%</b>	<b>24.8%</b>				<b>25.7%</b>

# **EXHIBIT C**

## **INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS**

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
  3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- |                                   |                                 |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*

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